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Permanent Index Number: 2434130010000

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Suite 1600
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98-75849

Return to:
ACCUBANC MORTGAGE CORPORATION
P.O. BOX 809068
DALLAS, TEXAS 75280-9068

225Y00X01300087480 200 3

[Space Above This Line For Recording Data]

Loan No: 0874780
Borrower: DIANE SKIRMONT

DEPT-01 RECORDING
T40009 TRAN 2759 06/08/98 15:23
68643 4 CG *-98-4788
COOK COUNTY RECORDER

Data ID: 134

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 27th day of May, 1998.
The mortgagor is DIANE SKIRMONT, A SINGLE WOMAN

("Borrower").

This Security Instrument is given to GRANT MORTGAGE SERVICES, INC., A CORPORATION, which is organized and existing under the laws of the State of ILLINOIS, and whose address is 143 SOUTH OAK PARK AVE., OAK PARK, ILLINOIS 60302.

("Lender").
Borrower owes Lender the principal sum of SEVENTYTWO THOUSAND and NO/100----Dollars (U.S. \$ 72,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF



225Y00X01300087480

BOX 300 CTI

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Form 3014 9/90 (Page 2 of 6 Pages)

Borrower shall satisfy the lien or take one of more of the actions set forth above within 10 days of the filing of notice, to a lien which may attach priority over this Security Instrument. Lender may give Borrower a notice identifying the lien, Lender under the instrument of the lien, or (c) encumbrances from the holder of the lien an agreement by the property to prevent the enforcement of the lien, or (c) encumbrances that any part of the property is subject to good faith the lien by, or debtors against the creditor of the lien in, legal proceedings which in the Lender's opinion agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in to Lender receives directly the payments.

amounts to be paid under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish shall pay item on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower property which may attach priority over this Security Instrument, and leasehold payments of ground rents, it may under paragraph 2, third, to interest due, to attorney, to any late charges due under the Note.

3. Application of Payments. Lender, Borrower shall be applicable law provides otherwise, all payments received by Lender under

agreement the sums secured by this Security Instrument.

any Funds held by Lender. If, under paragraph 2, Lender shall acquire of all the Property, Lender, prior to the Lender payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower the deficiency in no more than twelve monthly payments, unless, in Lender's sole discretion,

in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender in any time is not sufficient to pay the Escrow items when due, Lender may notify Borrower in writing, and, by Lender for the excess Funds in accordance with the requirements of applicable law, unless held

if the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to an additional security for all sums secured by this Security Instrument.

The Funds held by Lender in an institution which each debt to the Funds was made. The Funds are pledged

credits and debts to the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing

shall be paid on the Funds. Borrower shall make up the deficiency in writing, however, that interest

pay Borrower any interest or earnings on the Funds. Borrower shall pay to Lender, unless applicable law provides otherwise, unless an estimate is made or applicable law requires to be paid, Lender shall not be required to

permitted to recall escrow items reporting activity used by Lender, however, Lender may refuse to pay a one-time charge for an

permits Lender to make such a charge. However, unless Lender may require Borrower to pay the Funds and applicable law

escrow account, or retaining the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually, unless by law

to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually, unless by law

(including Lender, if Lender is such an institution, or in any Federal Home Loan Bank). Lender shall apply the Funds

which applicable law.

on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance under the Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law applies to the Funds, Lender sets a lesser amount. If so, Lender may estimate the amount of Funds due

gather and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due

by Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance

Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance

secured termite premiums, if any (c) yearly mortgage insurance premiums, if any and (f) any sums payable by

yearly leasehold payments or profound terms on the Property, if any (c) yearly hazard or property insurance premiums, (b)

(a) yearly taxes and assessments which may affect the Security Instrument as a lien on the Funds, (e) for

the principal of and interest on the Note and any prepayment and late charges due under the Note, Lender shall

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall

the principal of and interest on the Note and any prepayment and late charges due under the Note, Lender shall

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due

Lender's coverage and non-coverage real property.

This Statement of Coverage and Non-Coverage Real Property.

variations by Lender to constitute a uniform security instrument covering real property.

Lender's coverage and record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

mortgage, grant and convey the Property and shall fully sever the title to the Property is unencumbered, except for encumbrances of record,

Borrower Covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to

lascivious. All of the foregoing is referred to in this Security Instrument as the "Property".

and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security and fixtures now or hereafter erected on the property, and all easements, appurteñances, fixtures now or hereafter erected on the property, and all easements, appurteñances,

which has the address of 446 WEST 127TH PLACE

AL SIP, 1041 6065 Zip Code

Illinois

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has failed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due day of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender,

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Form 3014 9/90

(Page 4 of 6 Pages)

the Note are declared to be severable. Note can be given effect without the continuing provision. To this end the provisions of this Security instrument and Note conditions with applicable law, such condition shall not affect other provisions of this Security instrument or the Note instrument in which the Property is located. In the event that any provision of clause of this Security instrument or the Note instrument is declared by the court to be invalid by the general law and the law of the state provided in this paragraph.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given notice provided to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing a copy of any notice unless application law requires use of another method. The notice shall be directed to the Lender's address mail to Lender or any other address Borrower designates by notice to Lender. Any notice shall be given by mailing it by first class mail unless application law requires use of another method. The notice shall be given by delivering it or as provided in this paragraph.

16. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery or to the Note as a general presumption without any presumption otherwise under the Note.

under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the refund in will be treated as if the Note were paid in full. Under the Note may choose to make this refund by reducing the principal owed to the Note by the amount of the charge to the permitted limit and (b) any sums already collected from Borrower which exceed necessary to reduce the charge to the permitted limit. Then: (a) any such loan charge shall be reduced by the amount of collection with the loan exceed the permitted limit. Then: (a) any such loan charges collected or to be collected in loan charges, and that law is finally interpreted so that the interest of other loans cannot exceed as specified in a law which sets maximum loan charges, or by the loan secured by this Security instrument is subject to a law which sets maximum

17. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum Note without this Borrower's consent.

Note to extend, modify, longer or make any accommodations with regard to the terms of this Security instrument or the obligation to pay the sums secured by this Security instrument with respect to the Note. (a) agrees to pay and (c) agrees to pay Lender and any other Borrower my permit and convey that Borrower's interests in the Property under the terms of this Security instrument; (b) is not personally liable for this Security instrument but does not exceed the Note: (a) is co-signer of this Security instrument only to mortgagee, signs this Security instrument for the convenience of the joint and several. Any Borrower who consents of paragraph 17. Borrower's conveniences and agreements shall be joint and several. Subject to the terms of this Security instrument jointly of the joint and several Borrower, subject to the Note.

18. Successors and Assigns; Bound; Joint and Several Liability; Closeness. The conveniences and instruments remedy shall not be a waiver of the exercise of any right of remedy.

by the original Borrower's successors in interest. Any right or power in exercising any right or payment of otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or release to extend time for interest of Borrower shall not operate to release the liability of the original Borrower's successors in interest. Modification of amerciation of the sums secured by this Security instrument granted by Lender to any successor in modifications shall not be a waiver of the exercise of any right of remedy.

unless Lender and Borrower, otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such notice is given, Lender is authorized to collect and apply the proceeds of the Note to repayment of principal of note then due.

Property or to the sums secured by this Security instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice to Borrower within 30 days after the date the condominium offers unless applicable law, otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument amount of the sums secured before the taking, unless Borrower and Lender otherwise agree in writing or taking of the Property in which the fair market value of the Property immediately before the taking is less than the value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial following transaction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the value of the fair market value of the Property immediately before the taking. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the instrument, whether or not then due, with any excess paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument and shall be paid to Lender.

19. Condemnation. The proceeds of any part of the Property, or for convenience in lieu of condemnation, are hereby availed of other taking of any part of the Property, or for condemnation in connection with

any written agreement between Borrower and Lender of applicable law.

by Lender against his damages available and for the period that Lender requires. Lender shall give Borrower notice at the time of prior to an inspection specifically reasonable cause for the inspection. Lender shall give Borrower notice in the aggregate coverage (in the amount and for the period that Lender requires) provided by an insurer approved by insurance in effect, or to provide a loss received, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender of applicable law.

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in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of little evidence.

forfeiture of this Security instrument by the Lender shall be entitled to collect all expenses incurred in immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose if the date specified on or before the date specified in the notice, Lender at his option may require in the foreclosure proceeding the non-extent of a default or non-payment of the right to remit after acceleration and in the possession of the sums secured by this Security instrument, forfeiture of possession by judicial proceeding and sale of the acceleration of the sums secured by this Security instrument, forfeiture to the date specified in the notice may result in the property, the notice shall further inform Borrower of the right to remit after acceleration and the right to assert the defense of the sums secured by this Security instrument, forfeiture to the date specified in the notice may result in the current of the sums secured by this Security instrument, forfeiture to the date specified in the notice may result in the date specified and (d) that failure to cure the default on or before the date is given to Borrower, by which the date defined (e) a date, not less than 30 days from the date the notice is given to Borrower, (a) the default (b) the action required to cure the unless applicable law provides otherwise), The notice shall specify (b) the notice prior to acceleration under paragraph 21, acceleration of any overpayment or repayment in this Security instrument (but not prior to acceleration following Borrower's

No. 1-NOTE AND COUNTERPARTIES. Borrower and Lender further covenant and agree as follows:

Property is located in the state to which, safety or environmental protection.

As used in this paragraph 20, "environmental law" means federal laws and laws of the state, administrative regulations, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic hazardous materials.

As used in this paragraph 20, "laserdisas substances" are those substances defined as toxic or hazardous necessity, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is Environmental Law of which Borrower has actual knowledge. If Borrower leases or is notified by any government or by any government or regulatory agency or private party involving the Property and any Laserdis substances subsistence of any Laserdis substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action necessary to normal residential uses and to maintenance of the property.

use, or storage on the Property of small quantities of fluid substances that are generally recognized to affect the property the Property that is in violation of any Environmental Law, the preceding two sections shall not apply to the of any Laserdis substances on or in the Property. Borrower shall not cause to permit the presence, use, disposal, storage, or release

payments should be made. The notice will also contain the name and address of the new Lessor Servicer and the address to which and applicable law. The notice will state the name and address of the new Lessor Servicer and the above a change of the Lessor Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above instrument, there also may be one or more changes of the Lessor Servicer unrelated to a sale of the Note. If there is a change in ownership of the Security instrument, Lender's rights in the Note, and this Security entity (known as the "Lessor Servicer"), and collects monthly payments due under the Note and this Security in the entity (known as the "Lessor Servicer"), may be void one or more times without prior notice to Borrower. A sale may result in a change Security instrument had occurred. However, this right to remit shall not apply in the case of acceleration under paragraph no acceleration by Borrower, this Security instrument and the obligations secured hereby shall remain fully enforceable and Borrower's obligation to pay the sums accrued by this Security instrument shall continue unchanged. Upon action as Lender may reasonably require to assure that the lessor of this Security instrument, Lender's rights in the Note, and this Security instrument had occurred (b) causes any default of any other covenants of acceleration, (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees and (d) takes such if no acceleration had occurred (b) causes any default of any other covenants of acceleration, (c) pays all expenses

the that Borrower (c) pays Lender all sums accrued under this Security instrument and the Note is contained in this Security instrument or (b) causes a judgment for remitting this Security instrument to any power of sale period as applicable law may specify for remitting this Security instrument, before any of the property pursuant to any power of sale contained of this Security instrument, if Borrower meets certain conditions. Those conditions have agreement of this Security instrument discontingent on any time prior to the earlier of (i) 5 days (or such other period of not less than 30 days) from the date the note is delivered to Lender, or (ii) 5 days from the date the note is delivered to Lender to Remit, if Borrower fails to pay the note or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period of not less than 30 days from the date the note is delivered to Lender within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

17. Transfer of the Property or a beneficial interest in Borrower, it all or any part of the property of any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold to Lender, Lender may, in its option, require immediate payment in full of all sums secured by this Security instrument, Lender's option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the transfer of this Security instrument.

17. Transfer of the Property or a beneficial interest in Borrower, it all or any part of the property of any

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22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [specify]

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Diane Skirmont (Seal)
DIANE SKIRMONT -Borrower

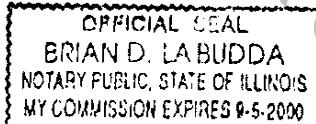
[Sign Below This Line For Acknowledgment]

State of ILLINOIS
County of *Cook*

\$

The foregoing instrument was acknowledged before me this 13rd day of MAY, 1996, by

DIANE SKIRMONT



Brian D. Budda

Notary Public

Brian D. Budda

(Printed Name)

My commission expires: 9-5-2000

6-25-96
6-25-96